

**If you plan to submit a bid directly to the Department of Transportation**

**PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

**REQUESTS FOR AUTHORIZATION TO BID**

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

**WHO CAN BID ?**

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

<b>Questions Regarding</b>	<b>Call</b>
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

**ADDENDUMS TO THE PROPOSAL FORMS**

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested prior to the date of the addendum, an addendum package should have been mailed to the planholder. If plans/proposals were ordered after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

# 19

RETURN WITH BID

Proposal Submitted By

Name

Address

City

Letting January 18, 2002

## NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

# Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department  
of Transportation

Springfield, Illinois 62764

Contract No. 72586  
SANGAMON County  
Section 110W-1,RS-1  
SBI Route 126  
District 6 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

- ☐ A Bid Bond is included.
- ☐ A Cashier's Check or a Certified Check is included.

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL  
(See instructions inside front cover)

---

## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?:** Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

**WHO CAN BID?:** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

## RETURN WITH BID



**Illinois Department  
of Transportation**

## PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_

\_\_\_\_\_

for the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. 72586  
SANGAMON County  
Section 110W-1,RS-1  
SBI Route 126  
District 6 Construction Funds**

**South of Springfield on Panhandle Road beginning just south of New City Road and extending 1.83 miles to the south, the construction will consist of base course widening, 22 ft width bituminous resurfacing and 3 ft width aggregate wedge shoulders.**

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

## RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>			<u>Proposal Guaranty</u>	<u>Amount of Bid</u>			<u>Proposal Guaranty</u>
Up to		\$5,000 .....	\$150	\$2,000,000	to	\$3,000,000 .....	\$100,000
\$5,000	to	\$10,000 .....	\$300	\$3,000,000	to	\$5,000,000 .....	\$150,000
\$10,000	to	\$50,000 .....	\$1,000	\$5,000,000	to	\$7,500,000 .....	\$250,000
\$50,000	to	\$100,000 .....	\$3,000	\$7,500,000	to	\$10,000,000 .....	\$400,000
\$100,000	to	\$150,000 .....	\$5,000	\$10,000,000	to	\$15,000,000 .....	\$500,000
\$150,000	to	\$250,000 .....	\$7,500	\$15,000,000	to	\$20,000,000 .....	\$600,000
\$250,000	to	\$500,000 .....	\$12,500	\$20,000,000	to	\$25,000,000 .....	\$700,000
\$500,000	to	\$1,000,000 .....	\$25,000	\$25,000,000	to	\$30,000,000 .....	\$800,000
\$1,000,000	to	\$1,500,000 .....	\$50,000	\$30,000,000	to	\$35,000,000 .....	\$900,000
\$1,500,000	to	\$2,000,000 .....	\$75,000	over		\$35,000,000 .....	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \_\_\_\_\_ \$( ). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

### Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

## RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

**When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.**

**If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.**

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 72586

Page 1

State Job # - C-96-003-02  
PPS NBR - 0-00840-6007  
County Name - SANGAMON-  
Code - 167 - -  
District - 6 - -  
Section Number - 110W-1, RS-1

Project Number

Route  
SBI 126

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0323107	BIT MIX STAB BSE CA-7	TON	4,145.000				
X7200300	ILLINOIS FIRST SIGNS	EACH	2.000				
20200500	EARTH EXC WID	CU YD	1,704.000				
35650400	BASE CSE WID 9	SQ YD	6,814.000				
35800100	PREPARATION OF BASE	SQ YD	185.000				
40400200	BIT MATLS PR CT	TON	9.000				
40400800	SEAL COAT AGG	TON	178.000				
40600300	AGG PR CT	TON	48.000				
40600980	BIT SURF REM BUTT JT	SQ YD	327.000				
40600990	TEMPORARY RAMP	SQ YD	49.000				
40800020	BIT MATLS PR CT	TON	0.400				
40800030	AGG PR CT	TON	0.600				
40800040	INCIDENTAL BIT SURF	TON	65.000				
44000200	DRIVE PAVEMENT REM	SQ YD	12.000				
48101200	AGGREGATE SHLDS B	TON	907.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 72586

Page 2

State Job # - C-96-003-02  
PPS NBR - 0-00840-6007  
County Name - SANGAMON-  
Code - 167 - -  
District - 6 - -  
Section Number - 110W-1, RS-1

Project Number

Route  
SBI 126

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
50105210	REM EXIST CULVERTS	FOOT	192.000				
542D0220	P CUL CL D 1 15	FOOT	240.000				
67100100	MOBILIZATION	L SUM	1.000				
70100450	TRAF CONT-PROT 701201	L SUM	1.000				
70100460	TRAF CONT-PROT 701306	L SUM	1.000				
70100500	TRAF CONT-PROT 701326	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	5.000				
70300100	SHORT-TERM PAVT MKING	FOOT	1,944.000				
70300230	TEMP PVT MK LINE 5	FOOT	22,530.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	324.000				
78001120	PAINT PVT MK LINE 5	FOOT	22,530.000				



**CONTRACT NUMBER                      72586**

**THIS IS THE TOTAL BID    \$ \_\_\_\_\_**

**NOTES:**

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.**
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.**
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.**
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is s**

## RETURN WITH BID

### **STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES**

#### **I. GENERAL**

**A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

**B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

**A.** The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

##### **B. Felons**

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

##### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

## RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **E. Inducements**

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

### **III. CERTIFICATIONS**

**A.** The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

### **C. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

### **D. Bid-Rigging/Bid Rotating**

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

## RETURN WITH BID

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

### **E. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

### **F. Drug Free Workplace**

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

## TO BE RETURNED WITH BID

### IV. DISCLOSURES

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

#### **B. Financial Interests and Conflicts of Interest**

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

#### **C. Disclosure Form Instructions**

##### **Form A: For bidders that have previously submitted the information requested in Form A**

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

### CERTIFICATION STATEMENT

**I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.**

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Form A: For bidders who have NOT previously submitted the information requested in Form A**

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_.
  2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES \_\_\_ NO \_\_\_.
  3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_.
  4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES \_\_\_ NO \_\_\_.
- (Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the **NOT APPLICABLE STATEMENT** on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the **NOT APPLICABLE STATEMENT** on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

**D. Bidders Submitting More Than One Bid**

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

---

---

ILLINOIS DEPARTMENT  
OF TRANSPORTATIONForm A  
Financial Information &  
Potential Conflicts of Interest  
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

**DISCLOSURE OF FINANCIAL INFORMATION**

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

**FOR INDIVIDUAL (type or print information)****NAME:** \_\_\_\_\_**ADDRESS** \_\_\_\_\_**Type of ownership/distributable income share:**

stock \_\_\_\_\_ sole proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ other: (explain on separate sheet):  
 % or \$ value of ownership/distributable income share: \_\_\_\_\_

**2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_



## RETURN WITH BID/OFFER

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_.
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes \_\_\_ No \_\_\_.

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60 % of the Governor's salary as of 7/1/01) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_.
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes \_\_\_ No \_\_\_.

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_.

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_.

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_ No \_\_\_.

## RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_.

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_.

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_.

### APPLICABLE STATEMENT

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.**

Completed by:

\_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Signature of Individual or Authorized Representative

\_\_\_\_\_  
Date

### NOT APPLICABLE STATEMENT

**I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Other Contracts &  
Procurement Related Information  
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

**1. Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_.

If **"No"** is checked, the bidder only needs to complete the signature box on the bottom of this page.

**2. If "Yes" is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

**THE FOLLOWING STATEMENT MUST BE SIGNED**

_____ Name of Authorized Representative (type or print)	
_____ Title of Authorized Representative (type or print)	
_____ Signature of Authorized Representative	_____ Date

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



## RETURN WITH BID

Contract No. 72586  
SANGAMON County  
Section 110W-1,RS-1  
SBI Route 126  
District 6 Construction Funds

### PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

### PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

#### NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

BC-1256-Pg. 2 (Rev. 3/98)

**RETURN WITH BID**

**Contract No. 72586  
SANGAMON County  
Section 110W-1,RS-1  
SBI Route 126  
District 6 Construction Funds**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL)

Firm Name \_\_\_\_\_

Signature of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(IF A CO-PARTNERSHIP)

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

(IF A CORPORATION)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_

(IF A JOINT VENTURE, USE THIS SECTION  
FOR THE MANAGING PARTY AND THE  
SECOND PARTY SHOULD SIGN BELOW)

Signature \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(IF A JOINT VENTURE)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_

Signature \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

If more than two parties are in the joint venture, please attach an additional signature sheet.



# Illinois Department of Transportation

## RETURN WITH BID

**Division of Highways**  
**Proposal Bid Bond**  
(Effective November 1, 1992)

Item No. \_\_\_\_\_  
Letting Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY, are held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

### Notary Certification for Principal and Surety

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

My commission expires \_\_\_\_\_  
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID# \_\_\_\_\_

Company/Bidder Name \_\_\_\_\_

Signature and Title \_\_\_\_\_



# PROPOSAL ENVELOPE



## PROPOSALS

for construction work advertised for bids by the  
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

---

## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 72586  
SANGAMON County  
Section 110W-1,RS-1  
SBI Route 126  
District 6 Construction Funds



**Illinois Department of Transportation**



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 18, 2002. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 72586  
SANGAMON County  
Section 110W-1,RS-1  
SBI Route 126  
District 6 Construction Funds**

**South of Springfield on Panhandle Road beginning just south of New City Road and extending 1.83 miles to the south, the construction will consist of base course widening, 22 ft width bituminous resurfacing and 3 ft width aggregate wedge shoulders.**

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Kirk Brown, Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2002

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS and LOCAL AGENCY SPECIAL PROVISIONS.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	State Required Contract Provisions All Federal-aid Construction Contracts (Eff. 2-1-69) (Rev. 10-1-83) .....	1
2	Subletting of Contracts (Federal-aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	3
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	4
4	X Specific Equal Employment Opportunity Responsibilities NonFederal-aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	15
5	X Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 4-1-93) .....	21
6	R.R. Protection Liability Form (Eff. 6-10-58) (Rev. 9-29-67) .....	26
7	X Asphalt Quantities and Cost Reviews (Eff. 7-1-88) .....	42
8	National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) .....	43
9	Haul Road Stream Crossings, Other Temporary Stream Crossings and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	44
10	Construction Layout Stakes Except for Bridges (Eff. 5-1-93) (Rev. 1-1-02) .....	45
11	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-02) .....	48
12	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-97) .....	51
13	Asphaltic Emulsion Slurry Seal and Fibrated Asphaltic Emulsion Slurry Seal (Eff. 8-1-89) (Rev. 2-1-97) .....	53
14	Bituminous Surface Treatments Half-Smart (Eff. 7-1-93) (Rev. 1-1-97) .....	59
15	Quality Control/Quality Assurance of Bituminous Concrete Mixtures (Eff. 1-1-99) (Rev. 1-1-02) .....	65
16	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-97) .....	84
17	Bituminous Surface Removal (Coldmilling) (Eff. 11-1-87) (Rev. 10-15-97) .....	88
18	Resurfacing of Milled Surfaces (Eff. 10-1-95) .....	90
19	PCC Partial Depth Bituminous Patching (Eff. 1-1-98) .....	91
20	Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99) .....	93
21	Epoxy Coating on Reinforcement (Eff. 4-1-97) (Rev. 7-15-97) .....	95
22	Protective Shield System (Eff. 4-1-95) (Rev. 8-1-95) .....	96
23	Polymer Concrete (Eff. 8-1-95) (Rev. 11-1-99) .....	97
24	Controlled Low-Strength Material (CLSM) (Eff. 1-1-90) (Rev. 1-1-99) .....	99
25	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98) .....	104
26	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97) .....	105
27	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97) .....	110
28	Give em a Brake Sign (Eff. 8-1-89) (Rev. 08-1-91) .....	112
29	Portable Changeable Message Signs (Eff. 11-1-93) (Rev. 2-1-96) .....	113
30	Direction Indicator Barricades (Eff. 7-1-99) .....	114
31	Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	115
32	X Aggregate Gradation Control System (Eff. 7-1-95) .....	116
33	English Substitution of Metric Bolts (Eff. 7-1-96) .....	117
34	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 7-15-97) .....	118
35	Polymer Modified Emulsified Asphalt (Eff. 5-15-89) .....	120
36	Corrosion Inhibitor (Eff. 3-1-90) (Rev. 7-1-99) .....	122

## TABLE OF CONTENTS

DESCRIPTION OF WORK .....	1
TRAFFIC CONTROL PLAN.....	1
STATUS OF UTILITIES TO BE ADJUSTED .....	2
BITUMINOUS MIXTURE FOR STABILIZED BASE, CA-7 MIX .....	2
EXISTING PIPE CULVERTS TO BE REMOVED .....	3
COARSE AGGREGATE FOR TRENCH BACKFILL, BACKFILL AND BEDDING (BDE) .....	4
ERRATA FOR THE 2002 STANDARD SPECIFICATIONS (BDE) .....	10
MATERIAL ALLOWANCES .....	12
GROUND GRANULATED BLAST-FURNACE SLAG IN PORTLAND CEMENT CONCRETE (BDE) .....	13
FLY ASH IN PORTLAND CEMENT CONCRETE (BDE) .....	14
GRADATION FOR FINE AND COARSE AGGREGATES .....	15
WORKING DAYS (BDE) .....	15
PAYMENTS TO SUBCONTRACTORS (BDE) .....	16
QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE MIXTURES .....	17
SEGREGATION CONTROL OF BITUMINOUS CONCRETE (BDE).....	32
TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE).....	34
PROSECUTION AND PROGRESS .....	34
QUALITY CONTROL OF CONCRETE MIXTURES AT THE PLANT - DOUBLE A (BDE) .....	35
WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE) .....	42
ILLINOIS FIRST SIGNS (BDE).....	43
MOBILIZATION (BDE).....	44
CONCRETE MIX DESIGN CRITERIA (BDE).....	44
FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE AND MORTAR (BDE) .....	45
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.....	46

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2002", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of SBI Route 126 (Panhandle Rd), Section 110W-1, RS-1, Sangamon County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**DESCRIPTION OF WORK**

The work on this section of SBI 126 (Panhandle Rd) consists of, but is not limited to, bituminous resurfacing, base course widening, aggregate shoulders, pipe culvert removal and replacement, pavement marking, and all necessary traffic control. Net length of this project which begins just south of New City Road is 1.830 miles.

**TRAFFIC CONTROL PLAN**

***Effective: November 1, 1984***

***Revised: April 15, 1997***

Traffic control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, any special details and Highway Standards contained herein and in the plans.

Special attention is called to Sections 107 and 701 through 705 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following highway standards relating to traffic control:

701001	701201	701311
701006	701301	701326
701011	701306	702001

Limitations of Construction: The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

1. During the construction of this section at least one lane shall remain open to traffic at all times. No lane closures will be allowed without flagger protection.
2. The Contractor shall provide, erect, and maintain all the necessary barricades, cones, drums, and lights for the warning and protection of traffic, as required by Sections 107 and 701 through 703 of the Standard Specifications, and as modified.

3. The Contractor shall furnish and erect "Road Construction Ahead" signs (W20-1(0)-48) at both ends of the project and all side roads within the limits of this section when working in the vicinity of the side road intersection.
4. The Contractor shall schedule paving operations so there will be no centerline drop-off at the completion of a day's paving operation. Should unforeseen circumstances occur that would result in a centerline drop-off, 1-foot vertical barricades shall be placed at the drop-off at 50-foot intervals as directed by the Engineer. Also, "No Passing Allowed" signs shall be placed at each end of the divided lanes.

This work will not be paid for separately, but shall be considered as included in Traffic Control and Protection Standard 701306.

5. Construction of sideroads shall comply with Traffic Control and Protection Standard 701201.
6. All post mounted signs shall use 4 x 4 wood posts according to Article 1093.01(b) of the Standard Specifications and shall be properly braced to the satisfaction of the Engineer. The use of metal posts will not be permitted.

#### **STATUS OF UTILITIES TO BE ADJUSTED**

***Effective: February 1, 1996***

The following utilities are involved in this project. The utility companies have provided the estimated dates.

<u>Name &amp; Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date of Relocation Completed</u>
--	-------------	-----------------	---

None Anticipated

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Article 102.05, 105.07, and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

#### **BITUMINOUS MIXTURE FOR STABILIZED BASE, CA-7 MIX**

This work shall consist of constructing a bituminous surface consisting of a mixture of aggregates and bituminous material on a prepared base according to the applicable portions of Section 404 of the Standard Specifications, as directed by the Engineer, and as specified herein.

Materials. The aggregate shall be Gradation CA-7 meeting the requirements of Article 1004.03 (b) of the Standard Specifications. The bituminous material shall be Emulsified Asphalt, Grade HFE 300.

Inspection. The Engineer or his authorized representatives shall have access at all times to all parts of the plant in order to verify weights or proportions and character of materials used in the preparation of the mixture. The manufacturer shall afford such facilities as may be required for making inspection at the plant and for collecting and forwarding samples of the bituminous mixture to the Department.

Prime Coat. The bituminous material for prime coat shall be HFE 90, prepared according to Article 403.07 and applied according to Articles 403.09 and 406.06 of the Standard Specifications.

Preparation of Mix. The emulsified asphalt and aggregate shall be mixed in a pug mill with a calibrated feeder bin so that a homogenous mixture is obtained in which all particles of the aggregate are coated uniformly. The completed mixture shall have the following composition by weight:

% Aggregate 95.8 to 97.8

% Residual Bitumen 2.2 to 4.2

The percentage of bituminous material shall be determined by the Engineer. The Engineer may make, at any time during the process of the work, such changes in the proportions of bitumen and aggregate as deemed necessary or desirable within the limits of the specifications.

Placing of Mixture. The mixture shall be placed according to the applicable portions of Article 405.11 of the Standard Specifications except that a mechanical aggregate spreader may be used in lieu of the spreading and finishing machine.

Compaction. Compaction of the mixture shall be done according to Article 404.11 of the Standard Specifications. No traffic shall be allowed upon the mixture prior to the initial rolling.

Seal Coat. After initial rolling a seal coat aggregate shall be applied at the rate of 15 lb/sq yd and as directed by the Engineer. The aggregate shall be either CA-15 or CA-16 meeting the requirements of Article 1004.03(b) of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per ton for BITUMINOUS MATERIALS (PRIME COAT), AGGREGATE (PRIME COAT), SEAL COAT AGGREGATE, and BITUMINOUS MIXTURE FOR STABILIZED BASE, CA-7 MIX.

#### **EXISTING PIPE CULVERTS TO BE REMOVED**

This work shall consist of the removal and satisfactory disposal of existing pipe culverts and concrete headwalls as shown on the plans according to Section 501 of the Standard Specifications and/or as directed by the Engineer.

These pipe culverts and headwalls shall become the property of the Contractor and shall be removed and disposed of according to the requirements of Article 202.03 of the Standard Specifications.

Removal of existing culverts will be measured in place in feet of existing culvert to be removed. The measurement shall be along the flowline of the culvert.

This work will be paid for at the contract unit price per foot for REMOVE EXISTING CULVERTS, which price shall include the removal and disposal of the accompanying concrete headwalls.



## COARSE AGGREGATE FOR TRENCH BACKFILL, BACKFILL AND BEDDING (BDE)

Effective: April 1, 2001  
Revised: August 1, 2001

Revise Article 208.02 of the Standard Specifications to read:

**“208.02 Materials.** Materials shall be according to the following Articles of Section 1000 – Materials:

- (a) Fine Aggregate (Note 1) ..... 1003.04
- (b) Coarse Aggregate (Note 2) ..... 1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer.”

Revise the first sentence of the second paragraph of subparagraph (b) in Article 208.03 of the Standard Specifications to read:

"Any material meeting the requirements of Articles 1003.04 or 1004.06 which has been excavated from the trenches shall be used for backfilling the trenches."

Add the following to the end of Article 542.02 of the Standard Specifications:

- “(bb) Fine Aggregate (Note 1) ..... 1003.04
- (cc) Coarse Aggregate (Note 2) ..... 1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer.”

Revise the first and second sentences of the second paragraph of subparagraph (a) of Article 542.04 of the Standard Specifications to read:

"The unstable and unsuitable material shall be removed to a depth determined by the Engineer and for a width of one diameter (or equivalent diameter) of the pipe on each side of the pipe culvert, and replaced with aggregate. Rock shall be removed to an elevation 300 mm (1 ft) lower than the bottom of the pipe or to a depth equal to 40 mm/m (1/2 in./ft) of ultimate fill height over the top of the pipe culvert, whichever is the greater depth, and for a width as specified in (b) below, and replaced with aggregate."

Revise the second paragraph of subparagraph (c) of Article 542.04 of the Standard Specifications to read:

"Well compacted aggregate, at least 100 mm (4 in.) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except well compacted impervious material shall be used for the outer 1 m (3 ft) at each end of the pipe. When the trench has been widened by the removal and replacement of unstable or unsuitable material, the foundation material shall be placed for a width not less than the above specified widths on each side of the pipe. The aggregate and impervious material shall be approved by the Engineer and shall be compacted to the Engineer's satisfaction by mechanical means."

Revise subparagraph (e) of Article 542.04 of the Standard Specifications to read:

"(e) Backfilling. As soon as the condition of the pipe culvert will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe culvert, except at the outer 1 m (3 ft) at each end of the culvert which shall be backfilled with impervious material. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate and impervious material shall be placed in 200 mm (8 in.) layers, loose measurement, and compacted to the satisfaction of the Engineer by mechanical means.

When using PVC, PE, or corrugated metal pipe, the aggregate backfill shall be continued to a height of at least 300 mm (1 ft) above the top of the pipe and compacted to the satisfaction of the Engineer by mechanical means.

When using PVC, PE, or corrugated metal pipe a minimum of 300 mm (1 ft) of cover from the top of the pipe to the top of the subgrade will be required.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench shall be backfilled with select material, from excavation or borrow, free from large or frozen lumps, clods or rock, meeting the approval of the Engineer. The material shall be placed in layers not exceeding 200 mm (8 in.) in depth, loose measurement and compacted to 95 percent of the standard laboratory density. Compaction shall be obtained by use of mechanical tampers or with approved vibratory compactors. Before compacting, each layer shall be wetted or dried to bring the moisture content within the limits of 80 to 110 percent of optimum moisture content determined according to AASHTO T 99 (Method C). All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the culvert. The filling of the trench shall be carried on simultaneously on both sides of the pipe. The Contractor may, at his/her expense, backfill the entire trench with aggregate in lieu of select material. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means.

The backfill material for all trenches and excavations made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be according to Section 208. The trench backfill material shall be compacted to the satisfaction of the Engineer by mechanical means.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When the trench has been widened for the removal and replacement of unstable or unsuitable material, the backfilling with aggregate and impervious material, will be required for a width of at least the specified widths on each side of the pipe. The remaining width of each layer may be backfilled with select material. Each 200 mm (8 in.) layer for the entire trench width shall be completed before beginning the placement of the next layer."

Revise subparagraph (b) of Article 542.05 of the Standard Specifications to read:

"(b) Embankment. Embankment extending to an elevation of 300 mm (1 ft) over the top of the pipe shall be constructed according to Article 542.04(f), except the material up to the elevation of the center of the pipe and extending to a width of at least 450 mm (18 in.) on each side of the pipe, exclusive of the outer 1 m (3 ft) at each end of the pipe, shall consist of aggregate. At the outer 1 m (3 ft) at each end of the culvert, impervious material shall be used."

Add the following to of Article 550.02 of the Standard Specifications:

"(m) Fine Aggregate (Note 2) ..... 1003.04  
(n) Course Aggregate (Note 3) ..... 1004.06

Note 2. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 3. The course aggregate shall be wet to the satisfaction of the Engineer."

Revise the first two sentences of the third paragraph of Article 550.04 of the Standard Specifications to read:

"Well compacted, aggregate bedding material at least 100 mm (4 in.) in depth below the pipe, shall be placed for the entire width of the trench and length of the pipe. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means."

Revise Article 550.07 of the Standard Specifications to read:

**"550.07 Backfilling.** As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate backfill material shall be placed in 200 mm (8 in.) layers, loose measurement and compacted to the satisfaction of the Engineer by mechanical means. When using PVC pipe, the aggregate shall be continued to a height of at least 300 mm (12 in.) above the top of the pipe.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench and excavation shall be backfilled to the natural line or finished surface as rapidly as the condition of the sewer will permit. The backfill material shall consist of suitable excavated material from the trench or of trench backfill as herein specified. All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the sewer. The filling of the trench shall be carried on simultaneously on both sides of the pipe. The backfill material for trenches and excavation made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk shall be according to Section 208. The backfill material shall be compacted to the satisfaction of the Engineer by mechanical means

All backfill material up to a height of 300 mm (1 ft) above the pipe shall be deposited in uniform layers not exceeding 200 mm (8 in.) thick, loose measurement. The material in each layer shall be compacted to the satisfaction of the Engineer by mechanical means. The backfilling above this height shall be done according to Method 1, 2 or 3 as described below, with the following exceptions.

When trench backfill or excavated material meeting the requirements of Section 208 is required above the first 300 mm (1 ft) of the pipe, the layers shall not exceed 200 mm (8 in.). Gradations CA6 or CA10 shall not be used with Method 2 or Method 3.

Method 1. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be compacted to the satisfaction of the Engineer by mechanical means.

Method 2. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be either inundated or deposited in water.

Method 3. The trench shall be backfilled with loose material, and settlement secured by introducing water through holes jetted into the backfill to a point approximately 600 mm (2 ft) above the top of the pipe. The holes shall be spaced as directed by the Engineer but shall be no farther than 2 m (6 ft) apart.

The water shall be injected at a pressure just sufficient to sink the holes at a moderate rate of speed. The pressure shall be such that the water will not cut cavities in the backfill material nor overflow the surface. If water does overflow the surface, it shall be drained into the jetted holes by means of shallow trenches.

Water shall be injected as long as it will be absorbed by the backfill material and until samples taken from test holes in the trench show a satisfactory moisture content. The Contractor shall bore the test holes not more than 15 m (50 ft) apart and at such other locations in the trench designated by the Engineer. As soon as the watersoaking has been completed, all holes shall be filled with soil and compacted by ramming with a tool approved by the Engineer.

Backfill material which has been watersoaked shall be allowed to settle and dry for at least 10 days before any surface course or pavement is constructed on it. The length of time may be altered, if deemed desirable, by the Engineer. Where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk, the provisions of this paragraph shall also apply.

At the end of the settling and drying period, the crusted top of the backfill material shall be scarified and, if necessary, sufficient backfill material added, as specified in Method 1, to complete the backfilling operations.

The method used for backfilling and compacting the backfill material shall be the choice of the Contractor. If the method used does not produce results satisfactory to the Engineer, the Contractor will be required to alter or change the method being used so the resultant backfill will be satisfactory to the Engineer. Should the Contractor be required to alter or change the method being used, no additional compensation will be allowed for altering or changing the method.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When sheeting and bracing have been used, sufficient bracing shall be left across the trench as the backfilling progresses to hold the sides firmly in place without caving or settlement. This bracing shall be removed as soon as practicable. Any depressions which may develop within the area involved in the construction operation due to settlement of the backfilling material shall be filled in a manner approved by the Engineer.

When the Contractor constructs the trench with sloped or benched sides according to Article 550.04, backfilling for the full width of the excavation shall be as specified, except no additional compensation will be allowed for trench backfill material required outside the vertical limits of the specified trench width.

Whenever excavation is made for installing sewer pipe across earth shoulders or private property, the topsoil disturbed by excavation operations shall be replaced as nearly as possible in its original position, and the whole area involved in the construction operations shall be left in a neat and presentable condition.

Deflection Testing for Storm Sewers. All PVC storm sewers will be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted.

For PVC storm sewers with diameters 600 mm (24 in.) or smaller, a mandrel drag shall be used for deflection testing. For PVC storm sewers with diameters over 600 mm (24 in.), deflection measurements other than by a mandrel drag shall be used.

Where the mandrel is used, the mandrel shall be furnished by the Contractor and pulled by hand through the pipeline with a suitable rope or cable connected to each end. Winching or other means of forcing the deflection gauge through the pipeline will not be allowed.

The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have 9, various sized fins or legs of appropriate dimension for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent of deflection allowable.

The outside diameter of the mandrel shall be 95% of the base inside diameter, where the base inside diameter is:

For all PVC pipe (as defined using ASTM D 3034 methodology):

If the pipe is found to have a deflection greater than specified, that pipe section shall be removed, replaced, and retested."

Revise subparagraph (c) of Article 1003.04 of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation shall be as follows:

Backfill, bedding and trench backfill for pipe culverts and storm sewers .....	FA 1, FA 2, FA 6
Porous granular embankment and backfill, french drains, and sand backfill for underdrains .....	FA 1, or FA 2 (Note 1)

Note 1: For FA 1 and FA 2, the percent passing the 75 µm (No. 200) sieve shall be 2 ±2."

Revise the title of Article 1004.06 of the Standard Specifications to read:

**"Coarse Aggregate for Blotter, Embankment, Backfill, Trench Backfill, French Drains, and Bedding."**

Add the following to the end of subparagraph (c) of Article 1004.06 of the Standard Specifications:

"Backfill, bedding, and trench backfill for pipe culverts and storm sewers ..... CA 6, CA 10, and CA 18"

80051

## ERRATA FOR THE 2002 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2002

- Page vi Change "SECTION 501. BITUMINOUS TREATED EARTH SURFACE..." to "SECTION 501. REMOVAL OF EXISTING STRUCTURES...".
- Page x Add the heading "**LIGHTING**" prior to the heading "**WIRE AND CABLE**".
- Page xi Change "SECTION 830. METAL POLES..." to "SECTION 830. LIGHT POLES...".
- Add the heading "**TRAFFIC SIGNALS**" prior to the heading "**SIGNAL MAINTENANCE**".
- Page 34 Article 107.22(b). In the fifth line of the first paragraph change "Illinois Department of Conservation" to "Illinois Department of Natural Resources".
- Page 35 Article 107.22(c). In the seventh line of the first paragraph change "Illinois Department of Conservation" to "Illinois Department of Natural Resources".
- Article 107.22(c)(2). In the first line of the second paragraph change "Department of Conservation" to "Department of Natural Resources".
- Page 46 Article 108.04. In the fourth line of the first paragraph change "40 days" to "ten days".
- Page 140 Article 301.05. In the second line of the first paragraph change "Type 8" to "Type B".
- Page 144 Article 302.08. In the first sentence of the second paragraph change "not than" to "not less than".
- Page 185 Article 353.07. Change "420.10(g)" to "420.10(f)".
- Page 246 Article 406.23. In the fifth and sixteenth lines of the fifth paragraph change "1102.01(a)(13)" to "1102.01(a)(9)".
- Page 257 Article 420.02. Delete "(g) Preformed Elastomeric Compression Joint Seals for Concrete.....1053.01".
- Page 380 Article 504.06(c)(6). In the second and sixth lines of the fifth paragraph change "4 °C (40 °F)" to "22 °C (40 °F)".
- Page 425 Article 506.04(d). In the first line of the first paragraph change "wither" to "either".
- Page 635 Article 701.03. Revise the first paragraph to read: "**Equipment.** Equipment shall be according to the following articles of Section 1100 – Equipment:".
- Page 650 Article 701.06(g). Delete the second paragraph.

- Page 652 Article 701.08(a). In the seventh line of the first paragraph change "401411" to "701411".
- Page 661 Article 703.04. In the eighth line of the first paragraph change "four degrees" to "45 degrees".
- Page 728 Article 816.03(a). Revise the first sentence of the first paragraph to read, "The unit duct shall be installed according to the NEC, directly from the reels on which the unit duct was shipped, in continuous spans from terminal to terminal without splicing the duct or cables."
- Page 730 Article 817.03. Revise the third sentence of the sixth paragraph to read, "The cable shall be installed in continuous spans between terminal points and splicing will only be permitted in pole handholes or junction boxes on bridge structures above grade."
- Page 734 Article 821.07. Revise the third paragraph to read, "The mounting shall provide the correct position of the luminaire as recommended by the manufacturer and shall be able to withstand assigned loading according to AASHTO. The sign lighting installation shall include all aluminum conduit, fittings, attachment hardware, cable and a disconnect switch with a lockable exterior handle mounted within reach from the walkway".
- Page 738 Change "**SECTION 830. METAL POLES**" to " **SECTION 830. LIGHT POLES**".
- Page 745 Article 837.03(b). In the fourth line of the first paragraph change "503.07(a)" to "503.07".
- Page 799 Article 1004.01(c). In notes 4/, 5/, and 6/, replace the four occurrences of " " with "±".
- Page 822 Article 1006.27(b). In the first line of the second paragraph change "ASTM F 669" to "ASTM F 1043".
- Page 847 Article 1009.05. Delete the last sentence of the first paragraph.
- Page 865 Article 1020.04. In the Class SI Concrete section of Table 1 add "Pile Encasement...512".
- Page 934 Article 1067.01(a)(5)b. Revise the fifth sentence of the third paragraph to read, "Proper ignition shall be provided over a range of -15 percent to +5 percent of rated voltage."
- Page 945 Article 1067.07(f)(2)e. In the fourth line of the first paragraph change "3,300 volts" to "600 V".
- Page 972 Article 1069.01(e)(4). Revise the second sentence of the first paragraph to read, "Poles shall have a single piece shaft with a 250 mm (10 in.) minimum outside bottom diameter at groundline, tapering to a 130 mm (5 in.) minimum outside top diameter."



Page 988 Article 1070.01. In the chart after the first paragraph, change the references for both Helix Screw and Pilot Point from "ASTM A635" and "ASTM A575", respectively, to "AASHTO M 270M, Grade 250 (M270, Grade 36)".

Article 1070.02. Delete the second sentence of the first paragraph

Article 1070.02. Revise the first sentence of the second paragraph to read, "Nuts, washers and the entire length of the anchor rods shall be galvanized according to Article 1006.09."

Page 1020 Article 1079.02. Change second subparagraph "(b)" to "(c)".

Page 1048 Article 1086.01(a)(7). Add the following to the end of the first paragraph, "Where installed in a heavy salt spray environment, the enclosure shall be stainless steel."

80060

## **MATERIAL ALLOWANCES**

Effective: December 1, 2001

Revise the sixth paragraph of Article 109.07 of the Standard Specifications to read:

"In addition, payment may be made for materials prior to their use in the work. These material allowances may be paid at the discretion of the Department when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department. Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size. Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

**GROUND GRANULATED BLAST-FURNACE SLAG IN PORTLAND CEMENT CONCRETE (BDE)**

Effective: April 1, 1995  
Revised: January 1, 2002

Add the following to Article 1020.05 of the Standard Specifications:

"(k) Ground Granulated Blast-Furnace Slag. At the Contractor's option, GGBF slag may partially replace portland cement in concrete mixtures, for Class BD, PV, MS, SI, SC and SH, except when blended cements are used. A mix design consisting of cement, GGBF slag, and fly ash may be used only when specified by the Department. For Class PP concrete, GGBF slag may be used according to Article 1020.04.

GGBF slag and all other materials proposed for portland cement concrete mix designs shall be furnished to the Engineer at least 60 days prior to the initiation of work. The Engineer may elect to waive the required mix designs if the proposed materials combination has been previously approved and has demonstrated satisfactory field performance.

The amount of cement replaced by GGBF slag shall not exceed 25 percent by mass (weight). The replacement ratio (GGBF slag:cement replaced) shall be a minimum of 1 to 1 for Grade 100 and 120. Measurements of GGBF slag and cement shall be rounded up to the nearest 2.5 kg (5 lb).

Mix design strength requirements for GGBF slag compensated mixes shall be according to Article 1020.04.

Requirements for opening the pavement and/or structures to traffic and removal of falsework shall be according to Articles 701.05 and 503.04 respectively, except a minimum of 28 days from time of placement shall elapse in the absence of strength tests.

Except for Class PP concrete, GGBF slag shall not be used in concrete mixtures when the air temperature is below 4 °C (40 °F) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to reduce the quantity of GGBF slag, increase the cement, or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b)."

80034

## **FLY ASH IN PORTLAND CEMENT CONCRETE (BDE)**

Effective: January 1, 2001

Revised: April 1, 2001

Revise Article 1020.05(c) to read as follows:

- (c) Fly Ash. At the Contractor's option, fly ash from approved sources may partially replace portland cement in concrete mixtures, for Class BD, PV, MS, SI, SC, and SH, except when blended cements are used. A mix design consisting of cement, fly ash, and ground granulated blast-furnace slag may be used only when specified by the Department. For Class PP concrete, fly ash may be used according to Article 1020.04.

Fly ash and all other materials proposed for portland cement concrete mix designs shall be furnished to the Engineer at least 60 days prior to the initiation of work. The Engineer may elect to waive the required mix designs if the proposed materials combination has been previously approved and has demonstrated satisfactory field performance.

If Class F fly ash is used, the amount of cement replaced shall not exceed 15 percent by mass (weight), and the replacement ratio (fly ash:cement replaced) shall be a minimum of 1.5:1.

If Class C fly ash is used, the amount of cement replaced shall not exceed 20 percent by mass (weight), at a minimum replacement ratio of 1.25:1. For Class C fly ash, the minimum replacement ratio may be reduced to 1:1, if the fly ash calcium oxide is 18% or greater, the fly ash loss on ignition is less than 2.0%, and a water-reducing or high range water-reducing admixture is used.

For Class PP concrete, the cement replacement with fly ash shall be according to Article 1020.04.

For bridge decks, parapets, pier and abutment caps, backwalls, wingwalls and upper 750 mm (2.5 ft.) of solid piers, the amount of cement replaced shall not exceed 15 percent by mass (weight) at a minimum replacement ratio of 1.5:1, regardless of the type of fly ash used.

Measurements of fly ash and cement shall be rounded up to the nearest 2.4 kg (5 lbs.).

Mix design strength requirements for fly ash compensated mixes shall be according to Article 1020.04.

Requirements for opening the pavement and/or structures to traffic and removal of falsework shall be according to Articles 701.05 and 503.05, except a minimum of 28 days from time of placement shall elapse in the absence of strength tests.

Except for Class PP concrete, fly ash shall not be used in concrete mixtures when the air temperature is below 4° C (40° F), without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to reduce the quantity of fly ash, increase the cement, or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

Fly ash with an R factor greater than 3.0 shall not be used in concrete which will be subjected to high sulfate concentrations in soil or water. High sulfate soils shall be those with concentrations of water soluble sulfate (as SO<sub>4</sub>) greater than 0.10 percent, and high sulfate waters shall be those with sulfate concentrations (as SO<sub>4</sub>) greater than 150 mg/L.

80033

#### **GRADATION FOR FINE AND COARSE AGGREGATES**

Effective: April 1, 2001  
Revised: January 1, 2002

Add the following note to the tables titled "Fine Aggregate Gradations" in Article 1003.01(c) of the Standard Specifications:

"6/ Any aggregate produced under the Department's current Policy Memorandum, 'Aggregate Gradation Control System (AGCS)', shall meet the gradation requirements set under the AGCS program."

Add the following note to the tables titled "Coarse Aggregate Gradations" in Article 1004.01(c) of the Standard Specifications:

"9/ Any aggregate produced under the Department's current Policy Memorandum, 'Aggregate Gradation Control System (AGCS)', shall meet the gradation requirements set under the AGCS program."

80047

#### **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 20 working days.

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require contractors to pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor, and to require the prompt return of retainage withheld from subcontractors.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a contractor receives any payment from the Department, the contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As partial payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the partial payment to the Contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within 15 calendar days after the subcontractor's work has been satisfactorily completed.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

## **QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE MIXTURES**

Effective: January 1, 2000

Revised: January 1, 2002

Description. This special provision establishes and describes the quality control responsibilities of the Contractor in producing and constructing bituminous concrete mixtures and defines the quality assurance and acceptance responsibilities of the Engineer for Quality Management Projects.

The Contractor, by application for and receipt of prequalification, by submission of a bid, and, if awarded the contract, by execution of the Contract containing this special provision, certifies that he/she: fully and thoroughly understands all aspects and requirements of this special provision; possesses the latest edition of and thoroughly understands all aspects and requirements of the procedures, manuals, and documents referred to and incorporated by reference in this special provision; and waives and releases any and all claims of misunderstanding or lack of knowledge of the same. Furthermore, the Contractor understands and agrees that compliance with the requirements of this special provision and of the Annual Quality Control Plan and job-specific Quality Control Addenda approved by the Engineer is an essential element of the Contract. Failure to comply with these requirements can result in one or more of the following: a major breach of this contract and default thereof, a loss of prequalification, and a suspension of the Contractor from bidding.

Bituminous concrete mixtures shall be produced and constructed according to the appropriate Section of the Standard Specifications and the following.

The following is a listing of bituminous concrete quality control/quality assurance documents:

- (a) Model Annual Quality Control (QC) Plan for Hot-Mix Asphalt (HMA) Production
- (b) Model Quality Control (QC) Addenda for Hot-Mix Asphalt (HMA) Production
- (c) Bituminous Concrete QC/QA Laboratory Equipment
- (d) Illinois Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method
- (e) Standard Test Method for Correlating Nuclear Gauge Densities with Core Densities
- (f) Bituminous Concrete QC/QA Start-Up Procedures
- (g) Bituminous Concrete QC/QA QC Personnel Responsibilities and Duties Checklist
- (h) Bituminous Concrete QC/QA Initial Daily Plant and Random Samples
- (i) Determination of Random Density Test Site Locations
- (j) Bituminous Concrete QC/QA Control Charts/Rounding Test Values
- (k) Bituminous Mixture Design Verification Procedure
- (l) Development of Gradation Bands on Incoming Aggregate at Mix Plants
- (m) Procedure for Asphalt Content of Bituminous Concrete Mixtures by the Nuclear Method (Modified AASHTO T 287-90)

### Materials.

- (a) Class I Bituminous Concrete Mixtures. All aggregates shall be produced according to the Department's "Aggregate Gradation Control System". Gradations other than those specified in Sections 1003 and 1004 of the Standard Specifications produced according to the Department's "Aggregate Gradation Control System" may be used for Class I Types 1, 2, and 3 mixtures.

- (b) Non-Class I Bituminous Concrete Mixtures. Materials shall be according to the Standard Specifications for each mixture listed:

Mix Type	Article
Shoulder	482.02
Class B (Plant Mix)	405.02
Base Course	355.02
Base Course Widening	356.02
Bituminous Aggregate Mixture	312.03

If the Contractor receives approval to use a Class I mixture where not required by the contract, either Quality Control program may be used at the Contractor's option.

Equipment. The Contractor may utilize innovative equipment or techniques according to Section 1100 of the Standard Specifications.

- (a) Laboratory. The Contractor shall provide a laboratory, at the plant, approved annually by the Engineer. Any other laboratory location will require approval by the Engineer. The laboratory shall be of sufficient size and be furnished with the necessary equipment and supplies for adequately and safely performing the Contractor's quality control testing. The Contractor is referred to the Department's "Model Annual Quality Control Plan for Hot-Mix Asphalt (HMA) Production" for detailed information on the required laboratories. The required laboratory equipment for production and mix design is listed in the Department's "Bituminous Concrete QC/QA Laboratory Equipment."

The laboratory and equipment furnished by the Contractor shall be properly maintained. The Contractor shall maintain a record of calibration results at the laboratory. The Engineer may inspect measuring and testing devices at any time to confirm both calibration and condition. If the Engineer determines the equipment is not within the limits of dimensions or calibration described in the appropriate test method, the Engineer may stop production until corrective action is taken. If laboratory equipment becomes inoperable, the Contractor shall cease mix production.

- (b) Plant Requirements. The Contractor shall provide documentation that the bituminous plants have been calibrated and approved. The Engineer or his/her representative will witness the calibration. This information shall be documented on the appropriate forms and be submitted to the Engineer before any bituminous mix production begins.

Quality Control Plan and Addenda. The approved Annual QC Plan and QC Addenda shall become part of the contract between the Department and the Contractor but shall not be construed, in itself, as acceptance of any bituminous mixture produced. Failure to execute the contract according to the approved Annual QC Plan and QC Addenda will result in suspension of bituminous mix production or other appropriate actions as directed by the Engineer.

The Contractor shall submit in writing to the Engineer a proposed Annual Quality Control (QC) Plan for each bituminous concrete plant for approval before each construction season. Job-specific QC Addenda to the Annual QC Plan must be submitted in writing to the Engineer for approval before the pre-construction conference. The Annual QC Plan and the QC Addenda shall address all elements involved in the production and quality control of the bituminous mixtures incorporated in the project. The proposed QC Plan shall be the Department's "Model Annual Quality Control Plan for Hot-Mix Asphalt (HMA) Production", and the QC Addenda shall be the Department's "Model Quality Control Addendum for Hot-Mix Asphalt (HMA) Production".

The Contractor may propose revisions to portions of the Department's Annual QC Plan and QC Addenda. Revisions require proper justification be provided to the Department by the Contractor to ensure product quality. Any revision in the Annual QC Plan or QC Addenda must be approved in writing by the Engineer.

Construction of bituminous items subject to the Contractor's quality control shall not begin without approval of the Annual QC Plan and QC Addenda by the Engineer.

The Contractor will be notified in writing upon approval of the Annual QC Plan and QC Addenda by the Engineer.

The Annual QC Plan and QC Addenda may be amended during the progress of the work, by either party, subject to mutual agreement. Revisions require proper justification be provided to the Department to ensure product quality. The Contractor will be notified in writing by the Engineer upon approval of any amendments to the Annual QC Plan and/or QC Addenda.

Mix Design Requirements. The Contractor shall provide mix designs for each type of required mixture. The mixture design shall be performed and documented according to the Department's current Bituminous Concrete Level III Technician Course manual entitled "Bituminous Mixture Design Procedure". Each specific mixture design shall be submitted to and verified by the Department as detailed in the Department's current "Bituminous Mixture Design Verification Procedure."

- (a) Class I Bituminous Concrete Mixtures. The mixture shall be designed according to the criteria stated in Article 406.13 of the Standard Specifications and the contract.
- (b) Non-Class I Bituminous Concrete Mixtures. The 50-blow Marshall mixture design criteria listed below shall apply.

Mix Type	Minimum Stability kN (lb)	Maximum Flow 0.25 mm (0.01 in.)	Air Voids (%)
Shoulder	6.6 (1500)	19	2 ± 1
Class B (Plant Mix)	6.6 (1500)	19	3 ± 1
Base Course	6.6 (1500)	19	3 ± 1
Base Course Widening	6.6 (1500)	19	3 ± 1
Bituminous Aggregate Mixture	6.6 (1500)	19	3 ± 1

Specific mixture designs may be assigned to more than one project or plant and may be used from one construction season to the next provided the designs are resubmitted for verification according to the Department's "Bituminous Mixture Design Verification Procedure". In no case shall aggregates from a different source be substituted in a specific mixture design without complete redesign of the mixture.

The mix design shall be developed, performed, and tested by qualified personnel in a mix design laboratory approved by the Department, using the Department's current Level III procedure. For personnel requirements, see the section in this provision entitled, "Quality Control by Contractor".



Start Of Mix Production And Job Mix Formula (JMF) Adjustments. The job mix formula (mix design) represents the aggregate grading and asphalt content that produce the desired mix criteria in the laboratory.

- (a) Class I Bituminous Concrete Mixtures. During the mixture start-up the Contractor shall follow the Department's "Bituminous Concrete QC/QA Start-Up Procedures". Article 406.15(b) of the Standard Specifications shall not apply.

At the start of mix production, QC/QA mixture start-up will be required for the following situations: at the beginning of production of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix.

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control mix production. Plant settings and control charts shall be set according to target values.

In the field, slight adjustments to the JMF or minor changes in cold-feed/hot-bin blends may be necessary to obtain the desired air voids, density, uniformity, and constructibility. After any JMF adjustment, the JMF shall become the adjusted job mix formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the bituminous mixture placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

Any adjustments outside the above limitations will require a new mix design. The limitations between the JMF and AJMF are as follows:

Parameter	Adjustment
12.5 mm (1/2 in.)	± 5.0%
4.75 mm (No. 4)	± 4.0%
2.36 mm (No. 8)	± 3.0%
600 µm (No. 30)	*
75 µm (No. 200)	*
Asphalt Content	± 0.3%

\*In no case shall the target for the amount passing be greater than the JMF.

After an acceptable test strip, including required plant tests, production of mix shall be restarted the same day, and an acceptable rolling pattern shall be established in the first 180 metric tons (200 tons) of mix produced. Paving may continue for the remainder of the day. After an acceptable rolling pattern has been established, it shall not be changed unless approved by the Engineer.

If a mixture start-up is not required, an acceptable rolling pattern shall be developed during the first 275 metric tons (300 tons) of each mixture produced.

A nuclear/core correlation, if required by the Engineer, shall follow the Department's "Standard Test Method for Correlating Nuclear Gauge Densities with Core Densities" and shall be performed by the Contractor during the first production day.

Regardless which QC procedures are used during start of mix production, the next day's production shall not resume until all test results, including an acceptable nuclear/core correlation, are available and an AJMF is agreed upon by the Contractor and Engineer.

- (b) Non-Class I Bituminous Concrete Mixtures. In the field, slight adjustments to the gradation and/or asphalt content may be necessary to obtain the desired air voids, density, uniformity, and constructibility. These adjustments define the adjusted job mix formula (AJMF) and become the target values for quality control operations. Limitations between the JMF and AJMF are as follows. Any adjustments outside the limitations will require a new mix design.

Parameter	Adjustment
12.5 mm (1/2 in.)	± 6%
4.75 mm (No. 4)	± 5%
75 µm (No. 200)	± 2.5%
Asphalt Content	± 0.5%

Production is not required to stop after a growth curve has been constructed provided the test results are available to both the Contractor and Engineer before the following day's production.

During production the Contractor and Engineer shall continue to evaluate test results and mixture laydown and compaction performance. Adjustments within the above requirements may be necessary to obtain the desired mixture properties. If an adjustment/plant change is made, the Engineer may request additional growth curves and supporting plant tests.

Quality Control by Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Control includes the recognition of obvious defects and their immediate correction. This may require increased testing, communication of test results to the plant or the job site, modification of operations, suspension of bituminous mix production, rejection of material, or other actions as appropriate.

The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported to the Engineer no later than the start of the next work day.

- (a) Personnel. The Contractor shall provide a Quality Control (QC) Manager who shall have overall responsibility and authority for quality control. This individual shall have successfully completed the Department's Bituminous Concrete Level II Technician Course, "Bituminous Concrete Proportioning and Mixture Evaluation".

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel who have successfully completed the Department's Bituminous Concrete Level III Course, "Bituminous Mixture Design Procedure". All technicians who shall be performing mix design testing and plant sampling/testing shall have successfully completed the Department's Bituminous Concrete Level I Technician Course, "Bituminous Concrete Testing". The Contractor

may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Bituminous Concrete Level II Technician. The Contractor shall provide a Bituminous Concrete Density Tester who has successfully completed the Department's "Bituminous Concrete Nuclear Density Testing Course" to run all required density tests on the job site.

All quality control personnel shall perform the required quality control duties. The Contractor is referred to the Department's "QC Personnel Responsibilities and Duties Checklist" for a description of personnel qualifications and duties. Testing shall be conducted to control the production of the bituminous mixture.

(b) Plant Tests. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated:

Parameter	Frequency of Tests Class I Mixtures	Frequency of Tests Non-Class I Mixtures	Test Method
Aggregate Gradation Hot bins for batch and continuous plants. Individual cold- feeds or combined belt-feed for drier- drum plants.  % passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4), 2.36 mm (No. 8), 600 µm (No. 30), 75 µm (No. 200)	1 dry gradation per half day of production. Every third test shall be a washed ignition oven (or extraction) test on the mix, to be plotted on the control charts for the purposes of monitoring dust control.	1 dry gradation per day of production. The first day of production requires the initial test to be washed; every eighth test thereafter shall be washed.  % passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4) 75 µm (No. 200)	Illinois Procedure (See Manual of Test Procedures for Materials).
Asphalt Content by Nuclear Gauge (or Ignition Oven if approved by the Engineer)	1 per half day of production	1 per day	Illinois Modified AASHTO T 287 (Illinois Modified AASHTO TP308)
Air Voids Bulk Specific Gravity Maximum Specific Gravity of Mixture	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day  1 per day	Illinois Modified AASHTO T 166  Illinois Modified AASHTO T 209

Article 406.10 of the Standard Specifications shall not apply except the ratio of minus 75 µm (minus No. 200) material to asphalt content during production shall not be less than 0.6 nor more than 1.2.

Contractor testing of all plant test samples shall be complete within 3 1/2 hours of sampling.

The Contractor may apply the following for small tonnage of mixture: Combined belt/hot-bin analysis, voids, and asphalt content tests may not be required on a specific mixture if the day's production is less than 225 metric tons (250 tons) per mix. A minimum of one set of plant tests for each mix shall be performed for each five consecutive production-day period when the accumulated tonnage produced in that period exceeds 450 metric tons (500 tons). A Bituminous Concrete Level II Technician shall oversee all quality control operations. If the required tonnage of any mixture for a single pay item is less than 225 metric tons (250 tons) in total, the Contractor shall state his/her intentions of waiving the "Required Plant Tests" in the QC Addenda. The mixture shall be produced using a mix design that has been verified as specified and validated by the Department's recent acceptable field test data. A Bituminous Concrete Level II Technician shall oversee all quality control operations for the mixture.

1L (1 qt) samples of each asphalt cement (AC) type used shall be taken by the Contractor and will be witnessed by the Engineer. The minimum sampling frequency shall be twice a month. Asphalt cement sample containers will be furnished by the Department. The Engineer will submit the properly identified AC samples to the Bureau of Materials and Physical Research for testing.

For bituminous mixture sampling the Contractor shall obtain required plant samples as directed in the Department's "Bituminous Concrete QC/QA Initial Daily Plant and Random Samples". The Contractor shall split all required samples and identify the split samples per the Engineer's instructions. These split samples shall be retained by the Contractor for assurance testing by the Engineer and be disposed of only with the permission of the Engineer. The split samples shall be stored in a dry, protected location.

The Contractor shall, when necessary, take and test additional samples (designated "check" samples) at the plant during mix production. These samples in no way replace the required plant samples described above. Check samples shall be tested only for the parameters deemed necessary by the Contractor. Check sample test results shall be noted in the Plant Diary and shall not be plotted on the control charts. The Contractor shall detail the situations in which check samples will be taken in his/her Annual QC Plan.

- (c) Required Field Tests. The Contractor shall control the compaction process by testing the mix density at random locations as determined according to the Department's current "Determination of Random Density Test Site Locations" and recording the results on forms approved by the Engineer. The Contractor shall follow the density testing procedures detailed in the Department's "Illinois Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method".

(1) Class I Bituminous Concrete Mixtures.

The Contractor shall be responsible for establishing the correlation to convert nuclear density results to core densities according to the Department's "Standard Test Method for Correlating Nuclear Gauge Densities with Core Densities". The Engineer may require a new nuclear/core correlation if the Contractor's gauge is recalibrated during the project.

If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the

Department's "Determination of Random Density Test Site Locations". Three cores shall be taken at equal distances across the test site. These cores shall be averaged to provide a single test site result. Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.

For Class I Types 1, 2 and 3 mixtures, quality control density tests shall be performed at randomly selected locations within 800 m (1/2 mile) intervals and for each lift of 75 mm (3 in.) or less in thickness. For lifts in excess of 75 mm (3 in.) in thickness, a test shall be performed within 400 m (1/4 mile) intervals. Testing of lifts equal to or greater than 150 mm (6 in.) compacted thickness shall be performed in the direct transmission mode according to the Department's "Illinois Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method". Density testing shall be accomplished intermittently throughout the day. In no case shall more than one half day's production be completed without performing density testing.

Density tests shall be performed each day on patches located nearest the randomly selected location. The daily testing frequency shall be a minimum of two density tests per mix. Density testing shall be accomplished intermittently throughout the day. In no case shall more than one half day's production be completed without performing density testing.

(2) Non-Class I Bituminous Concrete Mixtures.

The Contractor shall perform a growth curve at the beginning of placement of each type of mix and each lift. The growth curve shall be constructed and evaluated according to the following procedure:

The growth curve for each type of mix and each lift shall be performed within the first 180 metric tons (200 tons). If an adjustment is made to the specific mix design, the Engineer reserves the right to request an additional growth curve and supporting tests at the Contractor's expense.

Compaction of the growth curve shall commence immediately after the course is placed and at a temperature of not less than 140 °C (280 °F). The growth curve, consisting of a plot of kg/cu m (lb/cu ft) vs. number of passes with the project breakdown roller, shall be developed. This curve shall be established by use of a nuclear gauge. Tests shall be taken after each pass until the highest kg/cu m (lb/cu ft) is obtained. This value shall be the target density provided the Marshall air voids are within acceptable limits. If Marshall air voids are not within the specified limits, corrective action shall be taken, and a new target density shall be established.

A new growth curve is required if the breakdown roller used on the growth curve is replaced with a new roller during production.

The target density shall apply only to the specific gauge used. If additional gauges are to be used to determine density specification compliance, the Contractor shall establish a unique minimum allowable target density from the growth curve location for each gauge. The Department will establish a target density for its Quality Assurance nuclear gauge from the growth curve location.

All lifts shall be compacted to an average density of not less than 95 percent nor greater than 102 percent of the target density obtained on the growth curve. The average density shall be based on tests representing one day's production.

Quality Control density tests shall be performed at randomly selected locations within 800 m (1/2 mile) intervals per lift per lane. In no case shall more than one half day's production be completed without density testing being performed.

If the Contractor is not controlling the compaction process and is making no effort to take corrective action, the operation shall stop as directed by the Engineer.

(d) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits:

Control Limits			
Parameter	Class I Individual Test	Class I Moving Avg. of 4	Non-Class I Individual Test
% Passing:			
12.5 mm (1/2 in.)	± 6%	± 4%	± 15%
4.75 mm (No. 4)	± 5%	± 4%	± 10%
2.36 mm (No. 8)	± 5%	± 3%	
600 µm (No. 30)	± 4%	± 2.5%	
75 µm (No. 200)	± 1.5%	± 1.0%	± 2.5%
Total Dust Content 75 µm (No. 200) <sup>1</sup>	± 1.5%	± 1.0%	± 2.5%
Asphalt Content	± 0.3%	± 0.2%	± 0.5
Voids:			
Class I Type 1	± 1.2%	± 1.0%	
Class I Type 2	± 1.2%	± 1.0%	
Class I Type 3	± 1.2%	± 1.0%	
Non-Class I - Shoulders			2% ± 1%
Non-Class I - Others			3% ± 1%
Density:			
Class I Type 1	92.0 - 96.0%		
Class I Type 2	93 - 97%		
Class I Type 3	93 - 97%		
Non-Class I			Average 95-102% Target

Note 1. Based on washed ignition oven

(e) Control Charts. Standardized control charts shall be maintained by the Contractor at the field laboratory. The control charts shall be displayed and be accessible at the field laboratory at all times for review by the Engineer.

Individual required test results obtained by the Contractor shall be recorded on the control chart immediately upon completion of a test, but no later than 24 hours after sampling. Only the required plant tests and resamples shall be recorded on the control chart. Any additional testing of check samples may be used for controlling the Contractor's processes, but shall be documented in the plant diary.

The results of assurance tests performed by the Engineer will be posted as soon as available.

The following parameters shall be recorded on standardized control charts as described in the Department's "Bituminous Concrete QC/QA Control Charts/Rounding Test Values".

Control limits for each required parameter, both individual tests and the average of four tests, shall be exhibited on control charts. Test results shall be posted within the time limits previously outlined.

CONTROL CHART REQUIREMENTS	CLASS I MIXES	NON-CLASS I MIXES
Combined Gradation of Hot-Bin or Belt Aggregate Samples	% Passing Sieves: 12.5 mm (1/2 in.) 4.75 mm (No. 4) 2.36 mm (No. 8) 600 µm (No. 30) 75 µm (No. 200)	% Passing Sieves: 12.5 mm (1/2 in.) 4.75 mm (No. 4) 75 µm (No. 200)
Total Dust Content of Washed Ignition Oven Or Extraction <sup>1</sup>	75 µm (No. 200)	75 µm (No. 200)
	Asphalt Content	Asphalt Content
	Bulk Specific Gravity	Bulk Specific Gravity
	Maximum Specific Gravity of Mixture	Maximum Specific Gravity of Mixture
	Voids	Voids
	Density	Density

Note 1. Based on washed ignition oven

(f) Corrective Action for Required Plant Tests

(1) Individual Test Results. When an individual test result exceeds its control limit, the Contractor shall immediately resample and retest. If at the end of the day no material remains from which to resample, the first sample taken the following day shall serve as the resample as well as the first sample of the day. This result shall be recorded as a retest. If the retest passes, the Contractor may continue the required plant test frequency. Additional check samples should be taken to verify mix compliance.

a. Voids and Asphalt Content.

1. Class I Bituminous Concrete Mixtures. If the retest for voids or asphalt content exceeds control limits, mix production shall cease and immediate

corrective action shall be instituted by the Contractor. After corrective action, mix production shall be restarted, the mix production shall be stabilized, and the Contractor shall immediately resample and retest. Mix production may continue when approved by the Engineer. The corrective action shall be documented.

Inability to control mix production is cause for the Engineer to stop the operation until the Contractor completes an investigation identifying the problems causing failing test results.

2. Non-Class I Bituminous Concrete Mixtures. If the retest for voids or asphalt content exceeds control limits, immediate corrective action shall be instituted by the Contractor. After corrective action, the Contractor shall immediately resample and retest. The corrective action shall be documented.

If corrective action has been initiated and the second resample fails, the Contractor shall cease operations. Failure to cease production shall subject all subsequently produced materials to be considered unacceptable.

Inability to control mix production is cause for the Engineer to stop the operation until the Contractor completes an investigation identifying the problems causing failing test results.

- b. Combined Aggregate/Hot-Bin. For combined aggregate/hot-bin retest failures, immediate corrective action shall be instituted by the Contractor. After corrective action, the Contractor shall immediately resample and retest. The corrective action shall be documented.
- (2) Moving Average. When the moving average values trend toward the moving average control limits, the Contractor shall take corrective action and increase the sampling and testing frequency. The corrective action shall be documented.

The Contractor shall notify the Engineer whenever the moving average values exceed the moving average control limits. If two consecutive moving average values fall outside the moving average control limits, the Contractor shall cease operations. Corrective action shall be immediately instituted by the Contractor. Operations shall not be reinstated without the approval of the Engineer. Failure to cease operations shall subject all subsequently produced material to be considered unacceptable.
  - (3) Dust Control. If the washed ignition oven (for extraction) test results indicate a problem with controlling dust, corrective action to control the dust shall be taken and approved by the Engineer. If the Engineer determines that Positive Dust Control Equipment is necessary, as outlined in the Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot Mix Bituminous Plants and Equipment", the equipment shall be installed prior to the next construction season.
  - (4) Mix Production Control. If the Contractor is not controlling the production process and is making no effort to take corrective action, the operation shall stop.
  - (g) Corrective Action for Required Field Tests (Density). When an individual density test exceeds the control limits, the Contractor shall immediately retest in a location that is halfway between the failed test site and the finish roller. If the retest passes, the



Contractor shall continue the normal density test frequency. An additional density check test should be performed to verify the mix compaction.

If the retest fails, the Contractor shall immediately conduct one of the following procedures:

- (1) Low Density. If the failing density retest indicates low densities, the Contractor shall immediately increase the compaction effort, review all mixture test results representing the mix being produced, and make corrective action as needed. The Contractor shall immediately perform a second density retest within the area representing the increased compaction effort and mixture adjustments.
- (2) High Density. If the failing density retest indicates high densities, the Contractor shall cease production and placement until all mixture test results are reviewed and corrective action is taken. If the high density failure is a result of a change in the mixture, any existing material in the surge bin may be subject to rejection by the Engineer. After restart of mix production, a second density retest shall then be performed in the area representing the mixture adjustments.

If the second retest from either procedure passes, production and placement of the mix may continue. The increased compaction effort for low density failures shall not be reduced to that originally being used unless it is determined by investigation that the cause of the low density was unrelated to compaction effort, the cause was corrected, and tests show the corrective action has increased the density within the required limits.

If the second retest fails, production and placement of the mix shall cease until the Contractor has completed an investigation and the problem(s) causing the failing densities has/have been determined. If the Contractor's corrective action is approved by the Engineer, production and placement of the mix may then be resumed. The Contractor shall increase the frequency of density testing to show, to the satisfaction of the Engineer, that the corrective action taken has corrected the density problem.

If the Contractor is not controlling the compaction process and is making no effort to take corrective action, the operation, as directed by the Engineer, shall stop.

Quality Assurance By The Engineer. The Engineer will conduct independent assurance tests on split samples taken by the Contractor for quality control testing. In addition, the Engineer will witness the sampling and splitting of these samples a minimum of twice a month and will immediately retain the samples for quality assurance testing.

The overall testing frequency will be performed over the entire range of Contractor samples and will be equal to or greater than 10 percent for gradations and equal to or greater than 20 percent for asphalt content, bulk specific gravity, maximum specific gravity and field density. The Engineer may select any or all split samples for assurance testing. The Engineer will initiate independent assurance testing during mixture field verification. These tests may be performed immediately or anytime up to ten working days after sampling. The test results will be made available to the Contractor as soon as they become available.

The Contractor's nuclear/core correlation will be verified utilizing Department nuclear gauges.

The Engineer may witness the sampling and testing being performed by the Contractor. The Engineer will document all witnessed samples and tests.

The Engineer will promptly notify the Contractor, both verbally and in writing, of observed deficiencies. If the Engineer observes that the sampling and quality control tests are not being performed according to the applicable test procedures, the Engineer may stop production until corrective action is taken.

The Engineer may elect to obtain samples for testing, separate from the Contractor's quality control process, to verify specification compliance.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits:

Test Parameter	Acceptable Limits of Precision	
	Class I	Non-Class I
% Passing:		
12.5 mm (1/2 in.)	5.0%	5.0%
4.75 mm (No. 4)	5.0%	5.0%
2.36 mm (No. 8)	3.0%	
600 $\mu$ m (No. 30)	2.0%	
75 $\mu$ m (No. 200)	2.2%	2.2%
Total Dust Content 75 $\mu$ m (No. 200) <sup>1</sup>	2.2%	2.2%
Asphalt Content	0.3%	0.3%
Maximum Specific Gravity of Mixture	0.026	0.026
Bulk Specific Gravity	0.045	0.045
Density (Percent Compaction)	1.0% (Correlated)	1.5%*

Note 1. Based on washed ignition oven

\*Applies to the final percentage difference between the gauges when compared against the individual target density of each gauge.

The Department may run extractions for assurance, when deemed necessary by the Engineer.

In the event comparison of the required plant test results is outside the above acceptable limits of precision, Department split or independent samples fail the control limits, a Department extraction indicates non-specification mix, or a continual trend of difference between Contractor and Department test results is identified, the Engineer will immediately investigate. The Engineer may suspend production as stated in Article 108.07 of the Standard Specifications, while the investigation is in progress. The investigation may include testing by the Engineer of any remaining split samples or a comparison of split sample test results on the mix currently being produced. The investigation may also include review and observation of the Contractor's technician performance, testing procedure, and equipment.

If a problem is identified with the mix, the Contractor shall take immediate corrective action. After corrective action, both the Contractor and the Engineer shall immediately resample and retest following the procedures in Subsection "Corrective Action for Required Plant Tests", of the section in this provision entitled "Quality Control by Contractor".

In the event comparison of the required field test results (densities) are outside the above acceptable limits of precision, Department split or independent samples fail the density limits, or a continual trend of difference between Contractor and Department test results is identified, the Engineer will immediately investigate. The investigation will include testing by the Engineer of any remaining random density locations. The Engineer may establish additional locations for testing by both the Contractor and the Department to provide further comparison results. The investigation shall also include review and observation of the Density Tester performance, testing procedure, and equipment. The original correlation and/or comparison data, for both gauges, shall be reviewed as part of the investigation process. If the problem continues, the Engineer may require a new correlation be performed.

Acceptance By The Engineer. Final acceptance will be based on the following:

- (a) Validation of the Contractor's quality control by the assurance process.
- (b) The Contractor's process control charts and actions.
- (c) Department assurance tests for voids and density.

If any of the above are not met, the work will be considered in non-conformance with the contract.

Documentation. The Contractor shall be responsible for documenting all observations, records of inspection, adjustments to the mixture, test results, retest results, and corrective actions in a bound hardback field book or bound hardback diary which will become the property of the Department.

The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the Contractor's consultants, or the producer of bituminous mix material.

The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

Adjustments to mixture production and test results shall be recorded in duplicate and sent to the Engineer on forms approved by the Engineer.

Basis of Payment. Quality Control/Quality Assurance of bituminous concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various bituminous contract items.

Test Strips will be paid according to the following:

- a) If the bituminous mixture placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within the tolerances of the JMF, the initial mixture and test strip will not be paid for and shall be

removed at the contractor's expense. An additional test strip will be paid for in full, if produced within the JMF tolerances.

- b) If the bituminous mixture placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within the tolerances of the JMF, the mixture shall be removed. Removal will be paid for according to Article 109.04 of the Standard Specifications. This initial mixture and test strip will be paid for at the contract unit prices. The additional mixture shall be replaced at the contract unit price, and any additional test strips will be paid for at one half the unit price of each test strip.
- c) If the bituminous mixture placed during a test strip is determined to be acceptable to remain in place by the Engineer and the Engineer deems a new start-up is required for any reason, the initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price and any additional test strips will be paid for at one half the contract unit price of each test strip.

## **SEGREGATION CONTROL OF BITUMINOUS CONCRETE (BDE)**

Effective: July 15, 1997

Description. This work shall consist of the visual identification and corrective action of segregated bituminous concrete in conjunction with QC/QA of Bituminous Concrete Mixtures.

### Definitions.

- (a) Segregation. Areas of non-uniform distribution of coarse and fine aggregate particles in a bituminous pavement.
- (b) End-of-Load Segregation. A systematic form of segregation typically identified by chevron-shaped segregated areas at either side of a lane corresponding with the beginning and end of truck loads.
- (c) Longitudinal Segregation. A linear pattern of segregation that usually corresponds to a specific area of the paver.
- (d) Severity of Segregation.
  - 1. Low. A pattern of segregation where the mastic is in place between the aggregate particles; however, there is slightly more coarse aggregate in comparison with the surrounding acceptable mat.
  - 2. Medium. A pattern of segregation that has significantly more coarse aggregate in comparison with the surrounding acceptable mat and which exhibits some lack of mastic.
  - 3. High. A pattern of segregation that has significantly more coarse aggregate in comparison with the surrounding acceptable mat and which contains little mastic.

Quality Control by the Contractor. The Contractor and the Engineer will evaluate the in place mat daily for segregation. In the Annual Quality Control Plan or Addendum, the Contractor shall identify the individual(s) responsible for implementing this Special Provision and documenting the daily evaluations and conclusions.

The Contractor shall conduct the paving operation in a manner to prevent medium or high segregation.

The Contractor shall continually monitor the plant operations, hauling or the mix, paver operations, and the compacted mat for segregation.

If medium or high segregation has been previously identified on projects with similar paving operations and mix designs, the Contractor shall include the corrective actions specified below in the Quality Control Plans or the Quality Control Addendum.

Corrective Action by the Contractor. When medium or high segregation of the mixture is identified by the Contractor, the Engineer, or the daily evaluation, the following specific actions shall be taken:

(a) End of Load Segregation. If medium or high end-of-load segregation is identified, the following actions, as a minimum, shall be taken:

1. Trucks transporting the mixture shall be loaded in multiple dumps: The first against the front wall of the truck bed and then one against the tailgate in a manner which prevents the coarse aggregate from migrating to those locations.
2. The paver shall be operated so the hopper is never below 30 percent capacity between truck exchanges.
3. The "Head of Material" in the auger area shall be controlled to keep a constant level,  $\pm 25$  mm (1 inch) tolerance.

(b) Longitudinal Segregation. If medium or high longitudinal segregation is identified, the Contractor shall make the necessary adjustment to the slats, augers, or screeds to eliminate the segregation.

The Contractor shall implement the corrective actions as soon as possible and report them to the Engineer before the next day's paving proceeds.

Quality Control Plans and addendums for subsequent projects shall reflect the corrective actions taken under the Contract, whether the corrective action was initiated by the Contractor or the Engineer.

Investigations. If the corrective actions initiated by the Contractor are insufficient in controlling medium or high segregation, the Contractor and Engineer will investigate to determine the cause of segregation.

When an investigation indicates additional corrective action is warranted, the Contractor shall implement operational changes necessary to correct the segregation problems.

Any verification testing necessary for the investigation will be performed by the Department according to the applicable project test procedures and specification limits.

Dispute Resolution. The Engineer will represent the Department in the administration of this special provision.

In cases of disputes, the District Construction Engineer will represent the Department in any disagreement regarding the application of this specification on any Contract.

Basis of Payment. This work will not be paid for separately but will be considered as included in the cost of the various items of bituminous concrete, and no additional compensation will be allowed.

42795

## **TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective April 1, 1992

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Engineer is notified or determines a deficiency exists, (s)he shall be the sole judges to whether the deficiency is an immediate safety hazard. The Contractor shall dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within 12 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Resident Engineer's acceptance of the corrections. For this project, the daily deduction will be     \*     per day. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

\*The cost of the daily deduction will be calculated by dividing three percent of the awarded contract price by the number of calendar days anticipated for this project. The number of days anticipated for this project is 115. This procedure is to be followed regardless of whether the contract is based upon working days, contains a completion date, or has an incentive/disincentive clause.

5729I

## **PROSECUTION AND PROGRESS**

Effective: April 1, 2000

Add the following paragraph to Article 108.01 of the Standard Specifications:

"All subcontractors shall be registered with the Department as a condition for approval to perform work on the contract."

## **QUALITY CONTROL OF CONCRETE MIXTURES AT THE PLANT - DOUBLE A (BDE)**

Effective: August 1, 2000

Revised: November 1, 2001

Description. This Special Provision specifies the quality control responsibilities of the Contractor at the plant, for portland cement concrete mixtures, cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

The Contractor, by application for and receipt of prequalification, by submission of a bid and, if awarded the contract, by execution of the contract containing this Special Provision, certifies that it fully and thoroughly understands all aspects and requirements of this Special Provision; that it possesses the latest edition of and thoroughly understands all aspects and requirements of the procedures, manuals and documents referred to and incorporated by reference in this Special Provision; and that it waives and releases any and all claims of misunderstanding or lack of knowledge of the same. Furthermore, the Contractor understands and agrees that compliance with the requirements of this Special Provision and the Quality Control Plan approved by the Engineer is an essential element of the contract. Failure to comply with these requirements can result in one or more of the following: a major breach of this contract and default thereof, a loss of prequalification and a suspension of the Contractor from bidding.

A list of quality control/quality assurance (QC/QA) documents is provided in Schedule C.

Materials. For concrete, aggregates (except finely divided minerals) shall be produced according to the Department's Policy Memorandum "Aggregate Gradation Control System". Gradations other than those in the Standard Specifications may be used if produced according to the Department's "Aggregate Gradation Control System".

For controlled low-strength material, the Department's "Aggregate Gradation Control System" will not apply.

Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing, as required in Schedule A.

The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer at the beginning of each construction season or each 12 month period. Production of a mixture shall not begin until the Engineer provides written approval of the laboratory. The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" form.

The Engineer shall have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

Plant/Delivery Trucks. The concrete plant and delivery trucks shall be approved according to the Department's Policy Memorandum "Approval of Concrete Plants and Delivery Trucks."



Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan, Part 2, to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material at the plant. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

Plant Quality Control by Contractor. At the plant, the Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

- (a) Personnel Requirements. The Contractor shall provide sufficient personnel to perform the required inspections, sampling, testing, and documentation in a timely manner. A Quality Control (QC) Manager will not be required. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

A Concrete Tester may provide assistance with sampling and testing, and shall be supervised by a Level I or Level II PCC Technician.

- (b) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Schedule A.

Plant Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples at the plant. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor as soon as they are completed. The Engineer's quality assurance independent sample and split sample testing is indicated in Schedule B.

- (a) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will not be considered extreme if within the following limits:

<u>Test Parameter</u>	<u>Acceptable Limits of Precision</u>
Slump	20 mm (0.75 in.)
Air Content	0.9 percent
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

- (b) Test Results. If either the Engineer's or the Contractor's split sample test result is not within specification limits, and the other party is within specifications limits; immediate retests on a split sample shall be performed for slump, air content, or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, or aggregate gradation split sample retest result is a failure, and the other party is within specification limits; the following actions shall be initiated:

- (1) The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.
- (2) The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
- (3) The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.
- (4) For aggregate gradation, if the failing test result is not resolved according to (1), (2), or (3), and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

For aggregate gradation, if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate. The investigation shall be according to (1), (2) and (3).

Jobsite Acceptance Testing by the Engineer. The Engineer will perform acceptance testing at the jobsite for slump, air content, and strength.

Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:

- (a) The Contractor's compliance with all contract documents for quality control.
- (b) Comparison of the Engineer's jobsite acceptance test results with specification limits, using samples independently obtained by the Engineer.
- (c) Validation of Contractor plant quality control test results by comparison with the Engineer's quality assurance test results using split samples.
- (d) Comparison of the Engineer's plant quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (a), (b), (c), and (d).

Documentation. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form MI 504M shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed Form MI 504M is required to authorize payment by the Engineer, for applicable pay items.

The Engineer will be responsible for completing form MI 654 and form MI 655.

Basis of Payment. Quality Control of Concrete Mixtures at the Plant will not be paid for separately, but shall be considered as included in the cost of the various types of concrete mixtures required to construct the work items included in the contract.

**SCHEDULE A**  
**CONTRACTOR PLANT SAMPLING AND TESTING — DOUBLE A**

<u>ITEM</u>	<u>TEST</u>	<u>FREQUENCY</u>	<u>IL MODIFIED AASHTO, IL MODIFIED ASTM, OR DEPARTMENT TEST METHOD (a)</u>
Aggregates (Arriving at Plant)	Gradation (b)	As needed to check source for each gradation number	T 2, T 11, T 27 and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation (b)	1,900 cu m (c) (2,500 cu yd) for each gradation number	T 2, T 11, T 27 and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture (d) Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pychnometer Jar, or T 255
	Moisture (d) Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pychnometer Jar, or T 255
Mixture (e)	Slump	As needed to control production	T 141 and T 119
	Air Content		T 141, and T 152 or T 196
	Unit Weight/ Yield		T 141 and T 121
	Temperature		T 141 and ASTM C 1064

Notes: (a) Refer to the Department's "Manual of Test Procedures for Materials".

- (b) The first test and every third test thereafter shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.
- (c) One per week (Sunday through Saturday) minimum. One per day minimum if pouring bridge deck.
- (d) If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests, using the Dunagan or Illinois Modified AASHTO T 255 test method.

The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.

- (e) The Contractor may also perform strength testing according to Illinois Modified AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO TP23; or other tests at the plant to control mixture production.

**SCHEDULE B**

**ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING**

<b>LOCATION</b>	<b>MEASURED PROPERTY</b>	<b>TESTING FREQUENCY (a)</b>
Plant	Gradation for Aggregates Stored in Stockpiles or Bins, Slump and Air Content	As determined by the Engineer.

**ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING**

<b>LOCATION</b>	<b>MEASURED PROPERTY</b>	<b>TESTING FREQUENCY (a)</b>
Plant	Gradation for Aggregates Stored in Stockpiles or Bins (b)	At the beginning of the project, the first test performed by the Contractor.  Thereafter, a minimum of 10 % of total tests required of Contractor will be performed per aggregate gradation number and per plant.
	Slump and Air Content	As determined by the Engineer.

- (a) The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
- (b) The Engineer will witness, a minimum of one a month, the split sample obtained by the Contractor.

## **SCHEDULE C**

### **ILLINOIS DEPARTMENT OF TRANSPORTATION**

### **CONCRETE QUALITY CONTROL DOCUMENTS**

1. Model Quality Control Plan for Concrete Production (\*)
2. Qualifications and Duties of Concrete Quality Control Personnel (\*)
3. Development of Gradation Bands on Incoming Aggregate at Mix Plants (\*)
4. Required Sampling and Testing Equipment for Concrete (\*)
5. Calibration of Concrete Testing Equipment (\*)
6. Water/Cement Ratio Worksheet (\*)
7. Field/Lab Gradations (Form MI 504M)
8. Manual of Instructions for Design of Concrete Mixtures
9. Aggregate Technician Course Workbook
10. Portland Cement Concrete Tester Course Manual
11. Portland Cement Concrete Level I Technician Course Manual
12. Portland Cement Concrete Level II Technician Course Manual
13. Manual of Test Procedures for Materials

\* Refer to the Manual of Test Procedures for Materials

80019

C-1

## WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: April 10, 2001

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.5% (0.7% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.5% (0.7% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left( \frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left( \frac{B - C}{B} \right) > 0.5\% \text{ (0.7\% for aggregates)}$$

Where A = Adjustment factor

B = Net weight shown on delivery ticket

C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

#### **ILLINOIS FIRST SIGNS (BDE)**

Effective: October 1, 1999

This work shall consist of erecting two 1500 mm x 1200 mm (60 inch x 48 inch) "ANOTHER PROJECT FUNDED BY ILLINOIS FIRST" signs. The signs, which will be provided by the Department shall be erected by the Contractor on two 50 mm x 50mm (2 inch x 2 inch) metal posts furnished by the Contractor. These signs shall be erected according to all applicable portions of Article 702.05(a) and Standard 702001. These signs shall be erected midway between the first and second warning signs as required by the traffic control plan and standards utilized for this project. If the second warning sign is defining a moving or intermittent operation, the Illinois First sign may be maintained at a distance of 150 m (500 ft.) beyond the first post mounted ROAD CONSTRUCTION AHEAD sign. The Illinois First signs shall remain in place for the duration of the project. Upon completion of the project, the signs shall be removed and returned to the department. The posts shall remain the property of the Contractor.

This work will be paid for at the contract unit price each for ILLINOIS FIRST SIGNS.



**MOBILIZATION (BDE)**

Effective: January 1, 1999

Revised: November 1, 2000

This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site for the establishment of offices, buildings and other facilities necessary for work on the projects and for all other work or operations which must be performed or costs incurred when beginning work on the project.

The amount which a Contractor will receive payment for, in accordance with the following schedule will be limited to six percent of the total contract bid. Should the bid for the item exceed six percent, the amount over six percent will not be paid until ninety percent of the adjusted contract value is earned.

**Basis of Payment.** Partial payment of the lump sum amount bid for Mobilization, not exceeding six percent, will be paid according to with the following schedule:

- (a) Upon execution of the contract, seventy-five percent of the pay item will be paid.
- (b) When ten percent of the original contract amount is earned, an additional fifteen percent of the pay item will be paid.
- (c) When ninety percent of the contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of the six percent limit.

Nothing herein shall be construed to limit or preclude partial payment for other items as provided for by the contract.

**CONCRETE MIX DESIGN CRITERIA (BDE)**

Effective: August 1, 2001

Revise Table 1(Metric) of Article 1020.04 of the Standard Specifications as follows:

The "Min. Cement Factor kg/cu m" for Class SH concrete shall be 335(1)/360(2).

The "Max. Water/Cement Ratio kg/kg" for Class MS, SI, RR, SC, and SH concrete shall be 0.48 and for Class PV concrete shall be 0.42.

Revise Table 1(English) of Article 1020.04 of the Standard Specifications as follows:

The "Min. Cement Factor cwt/cu yd" for Class SH concrete shall be 5.65(1)/6.05(2).

The "Max. Water/Cement Ratio lb/lb" for Class MS, SI, RR, SC, and SH concrete shall be 0.48 and for Class PV concrete shall be 0.42.

Revise the last sentence of paragraph five of Article 1020.05(b) to read:

"A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted."

Revise the first sentence of paragraph four of Article 1021.03(c) to read:

"For Class MS, SI, RR, SC, and SH concrete, the water/cement ratio shall not exceed 0.44.

## **FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE AND MORTAR (BDE)**

Effective: November 1, 2000

Revised: April 1, 2001

Revise Article 1003.02 to read as follows:

**“1003.02 Fine aggregate for Portland Cement Concrete and Mortar.** The aggregate shall meet the requirements of Article 1003.01 and the following specific requirements:

- (a) Description. The fine aggregate shall consist of washed sand, washed stone sand, or a blend of washed sand and washed stone sand approved by the Engineer. Stone sand produced through an air separation system approved by the Engineer may be used in place of washed stone sand.
- (b) Quality. The fine aggregate materials in the gradations specified for portland cement concrete shall meet Class A Quality, except that the minus 75µm (No. 200) sieve AASHTO T11 requirement in the Fine Aggregate Quality Table shall not apply to washed stone sand or any blend of washed stone sand and washed sand approved by the Engineer. The fine aggregate for masonry mortar shall meet Class A Quality or, in the case of natural sand, shall meet the deleterious quantity limits for Class A Quality.
- (c) Gradation. The washed sand for portland cement concrete shall be Gradation FA 1 or FA 2. Washed stone sand for portland cement concrete, which includes any blend with washed sand, shall be Gradation FA 1, FA 2, or FA 20. Fine aggregate for masonry mortar shall be Gradation FA 9.
- (d) Use of Fine Aggregates. The blending, alternate use, and /or substitution of fine aggregates from different sources for use in portland cement concrete will not be permitted without the approval of the Engineer. Any blending shall be by interlocked mechanical feeders at the aggregate source or concrete plant. The blending shall be uniform, and the equipment shall be approved by the Engineer.”

80026

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

Effective: September 1, 2000

**FEDERAL OBLIGATION.** The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

**CONTRACTOR ASSURANCE:** The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**OVERALL GOAL SET FOR THE DEPARTMENT:** As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 12.5% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

**CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR:** This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 3.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or

The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

**DBE LOCATOR REFERENCES:** Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.state.il.us](http://www.dot.state.il.us).

**BIDDING PROCEDURES:** Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:

The name and address of each DBE to be used;

A description, including pay item numbers, of the commercially useful work to be done by each DBE;

The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and

If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).

The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

**CALCULATING DBE PARTICIPATION:** The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.

DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

DBE as a material supplier:

60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.



**CONTRACT COMPLIANCE:** Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

80029

**ILLINOIS DEPARTMENT OF LABOR**  
**PREVAILING WAGES FOR SANGAMON COUNTY EFFECTIVE JANUARY 2002**

These Prevailing rates of wages are included in this contract proposal which is subject to check Sheet #4 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the contract. As required by the Prevailing Wage Act 820 (ILCS 130/0.01, et seq.) and Check Sheet #4 of this contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of the contract shall be paid to all laborers, workers and mechanics performing work under the contract. Post this scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in this specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. The contractor shall notify each of its subcontractors of the revised rates of wages.

Wage rate information can be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol> or by calling (312) 793-2814.

# Sangamon County Prevailing Wage for January 2002

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==		=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		22.330	23.080	1.5	1.5	2.0	2.800	4.500	0.000	0.300
ASBESTOS ABT-MEC		BLD		24.010	25.010	1.5	1.5	2.0	2.920	4.320	0.000	0.000
BOILERMAKER		BLD		25.000	27.500	1.5	1.5	2.0	3.800	7.840	0.000	0.150
BRICK MASON		BLD		22.370	23.120	2.0	2.0	2.0	3.400	4.750	0.000	0.425
CARPENTER		BLD		21.660	23.410	1.5	1.5	2.0	4.300	5.500	0.000	0.250
CARPENTER		HWY		21.750	23.500	1.5	1.5	2.0	4.300	5.500	0.000	0.250
CEMENT MASON		BLD		20.400	21.400	1.5	1.5	2.0	0.000	6.830	0.000	0.100
CEMENT MASON		HWY		20.150	20.950	1.5	1.5	2.0	2.550	6.000	0.000	0.050
ELECTRIC PWR EQMT OP		ALL		24.800	28.490	1.5	1.5	2.0	2.100	6.200	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		16.680	28.490	1.5	1.5	2.0	2.100	4.170	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		26.700	28.490	1.5	1.5	2.0	2.100	6.670	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		17.560	28.490	1.5	1.5	2.0	2.100	4.390	0.000	0.000
ELECTRICIAN		BLD		27.320	29.070	1.5	1.5	2.0	3.200	3.520	0.000	0.150
ELECTRONIC SYS TECH		BLD		19.800	20.300	1.5	1.5	2.0	2.800	0.590	0.000	0.000
ELEVATOR CONSTRUCTOR		BLD		25.725	28.940	2.0	2.0	2.0	4.425	2.610	1.540	0.000
GLAZIER		BLD		25.430	0.000	1.5	2.0	2.0	0.000	2.750	0.000	0.000
HT/FROST INSULATOR		BLD		27.910	28.910	1.5	1.5	2.0	3.000	6.240	0.000	0.000
IRON WORKER		BLD		21.830	23.330	1.5	1.5	2.0	2.920	7.350	0.000	0.250
IRON WORKER		HWY		21.830	23.080	1.5	1.5	2.0	2.920	7.350	0.000	0.250
LABORER		BLD		20.980	21.730	1.5	1.5	2.0	2.800	4.500	0.000	0.300
LABORER		HWY		21.160	21.910	1.5	1.5	2.0	2.800	4.500	0.000	0.300
LATHER		BLD		21.660	23.410	1.5	1.5	2.0	4.300	5.500	0.000	0.250
MACHINIST		BLD		30.610	32.360	2.0	2.0	2.0	3.200	2.600	2.110	0.000
MARBLE MASON		BLD		22.470	23.870	2.0	2.0	2.0	3.400	4.750	0.000	0.325
MILLWRIGHT		BLD		23.450	25.200	1.5	1.5	2.0	3.000	5.470	0.000	0.250
MILLWRIGHT		HWY		19.410	20.660	1.5	1.5	2.0	2.800	3.000	0.000	0.000
OPERATING ENGINEER		ALL	1	24.400	0.000	1.5	1.5	2.0	3.250	4.500	0.000	0.600
OPERATING ENGINEER		ALL	2	22.150	0.000	1.5	1.5	2.0	3.250	4.500	0.000	0.600
OPERATING ENGINEER		ALL	3	18.650	0.000	1.5	1.5	2.0	3.250	4.500	0.000	0.600
PAINTER		ALL		23.090	24.090	1.5	1.5	2.0	2.700	3.000	0.000	0.250
PAINTER OVER 30FT		ALL		24.090	25.090	1.5	1.5	2.0	2.700	3.000	0.000	0.250
PAINTER PWR EQMT		ALL		24.090	25.090	1.5	1.5	2.0	2.700	3.000	0.000	0.250
PAINTER SIGNS		ALL		11.120	0.000	1.5	1.5	2.0	0.000	0.000	0.000	0.000
PILEDRIIVER		BLD		22.160	23.910	1.5	1.5	2.0	4.300	5.500	0.000	0.250
PILEDRIIVER		HWY		22.250	24.000	1.5	1.5	2.0	4.300	5.500	0.000	0.250
PIPEFITTER		BLD		27.800	29.300	1.5	1.5	2.0	3.550	3.150	0.000	0.350
PLASTERER		BLD		23.150	24.150	1.5	1.5	2.0	2.500	6.000	0.000	0.200
PLUMBER		BLD		27.800	29.300	1.5	1.5	2.0	3.550	3.150	0.000	0.350
ROOFER		BLD		21.950	23.700	1.5	1.5	2.0	2.700	5.000	0.000	0.100
SHEETMETAL WORKER		BLD		24.830	26.580	1.5	1.5	2.0	3.800	5.270	0.000	0.300
SPRINKLER FITTER		BLD		29.040	30.540	1.5	1.5	2.0	3.400	2.900	0.000	0.150
STONE MASON		BLD		22.370	23.120	2.0	2.0	2.0	3.400	4.750	0.000	0.425
TELECOM WORKER		ALL		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO MASON		BLD		22.470	23.870	2.0	2.0	2.0	3.400	4.750	0.000	0.325
TILE MASON		BLD		22.470	23.870	2.0	2.0	2.0	3.400	4.750	0.000	0.325
TRUCK DRIVER		ALL	1	23.340	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL	2	23.740	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL	3	23.940	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL	4	24.190	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL	5	24.940	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TUCKPOINTER		BLD		22.370	23.120	2.0	2.0	2.0	3.400	4.750	0.000	0.425

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### SANGAMON COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Cranes; Derricks; Derrick Boats; Dewatering Systems; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi- Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Rock Crushers; Ross Carriers or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self-Propelled); Shovels; Skimmer Scoops; Test Hole Drilling Machines; Tower Cranes; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Heads; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

Class 2. Air compressors (six to eight); Asphalt Boosters and Heaters; Asphalt Distributors, Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight); Generators (six to eight); Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight); Mechanical Heaters (six to eight); Mud Jacks; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight); Welding Machine (six to eight); Well Drill Machines; Scissors Hoist. (Building only - Pug mills when used for other than Asphalt).

Class 3. Air Compressors, (one to five); Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five); Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five); Greasers; Helper on Single Paving Mixer; Light Plants (one to five); Mechanic Helpers; Mechanical Heaters (one to five); Oilers; Power Form Graders; Power Sub-Graders; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (one man); Vibratory Hammer (power source); Water Pumps (one to five); Welding Machines (one/300 Amp. or over); Welding Machines, (one to five); (Highway only - Pug Mills when used for other than Asphalt operation).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.